

**SPECIFICATIONS
AND
DOCUMENTS**

**INTERMOUNTAIN POWER PROJECT
INTERMOUNTAIN GENERATING STATION
DELTA, UTAH**

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**VARIABLE FREQUENCY
I. D. FAN DRIVES
SPECIFICATION 133101.63.2203.1**

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October 7

December 11, 2002

**Prepared by
BLACK & VEATCH CORPORATION**

IP7014832

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT, entered into this ____ day of __ 20____, between the **INTERMOUNTAIN POWER SERVICE CORPORATION** (IPSC), a nonprofit organization under contract to the Intermountain Power Agency (IPA), a political subdivision of the state of Utah, organized and existing under the Interlocal Co-Operation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, and _____, a _____, with its principal office in _____, hereinafter called the (Contractor),

WHEREAS, IPSC has prepared specifications and other Contract Documents for Variable Frequency I. D. Fan Drives as detailed in the Contract Documents (the Work), and has requested proposals from bidders to perform the Work;

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WHEREAS, Contractor has submitted to IPSC a Proposal in accordance with the terms of this Contract Agreement; and

WHEREAS, IPSC has determined and declared Contractor to be the lowest and best, regular responsible bidder for the said Work, subject to execution of this Contract Agreement;

AGREEMENTS: In consideration of the compensation to be paid to Contractor, and of the mutual terms and conditions contained herein, IPSC for itself and its successors, and Contractor for itself and its permitted successors and assigns, hereby agree as follows:

ARTICLE I: Contractor shall perform in accordance with the provisions of this Contract Agreement, including the Contract Documents identified in Article III hereof.

ARTICLE II: Contractor will be paid for its performance under this Contract Agreement in accordance with the provisions of the Contract Documents, including those provisions in the Article entitled "Limitation of Liability; Responsible Party" in Part E, Division E1, General Conditions.

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ARTICLE III: The term Contract Documents means and includes all of the following:

<u>PART</u>	<u>DIV</u>	<u>TITLE</u>
A	A1	Notice Inviting Proposals
B	B1	Instructions to Bidder
	B2	Supplementary Instructions to Bidders
C		Bidding Documents
	C1	Proposal
	C1	Labor, Material, and Performance Bond
	C2	Proposal Schedule
	C3	Additional Bid Information
D	D1	Contract Documents Description
E	E1	General Conditions
	E2	Additional General Conditions
F		Detailed Specifications
	F1	Special Conditions
	F2	Detailed Requirements

The foregoing Contract Documents, and the documents identified in Part D "Contract Documents Description," are an integral part of this Contract Agreement and are hereby incorporated as part of this Contract Agreement as if fully restated herein. The above listed Contract Documents shall

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Contract No.

prevail over other information submitted with Contractor's Proposal.

ARTICLE IV: This Contract Agreement, including the Contract Documents, constitutes the entire Agreement of the parties hereto with respect to the Work and other subjects addressed herein, and supersedes all prior oral communications or written documents.

WHEREFORE, IPSC and Contractor execute this Contract Agreement as of the date stated in the first introductory paragraph.

INTERMOUNTAIN POWER SERVICE CORPORATION
850 West Brush Wellman Road
Delta, UT 84624-9546

By: _____
George W. Cross Date
President and Chief Operations Officer

Vendor
Vendor entity type and State of Organization
Vendor Full Address

By: _____
Date

Title: _____

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Spec.

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BIDDERS

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Detailed Specifications

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PART A - DIVISION A1**NOTICE INVITING PROPOSALS**

The Intermountain Power Service Corporation (IPSC) invites sealed bids for furnishing and delivering Variable Frequency I. D. Fan Drives, in accordance with Specifications 133101.63.2203.1, available in the Purchasing Section, Intermountain Power Service Corporation, 850 West Brush Wellman Road, Delta, UT 84624-9546.

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Proposals shall be submitted on IPSC's bidding forms. All Proposals shall be filed with the Buyer at the above address on or before LATER.

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Each Proposal shall be accompanied by a certified or cashier's check payable to Intermountain Power Agency (IPA), or a Surety Bond payable to IPA, IPSC, and the City of Los Angeles Department of Water and Power (LADWP) in the amount of 5 percent of the aggregate sum of the Proposal as a guarantee that the bidder shall execute the proposed Contract Agreement if awarded.

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Proposals shall be subject to acceptance within, and irrevocable for, a period of 60 calendar days after date of bid opening.

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IPSC reserves the right to reject any and all Proposals.

The successful bidder shall furnish a Performance Bond equal to 100 percent of the estimated Contract amount, and shall keep the Performance Bond in place at all times thereafter until all obligations under the Contract have been discharged.

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In the performance of any contract awarded, the bidder shall not discriminate in employment practices against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, age, or physical disability.

Dated: _____

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Buyer
Intermountain Power Service
Corporation

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PART B - DIVISION B1INSTRUCTIONS TO BIDDERS

1. Form, Signature, and Delivery of the Proposals: The bidder's Proposal shall be made on the yellow copy of the Bidding Documents. The Specifications printed on white paper shall be retained by the bidder.

The bidder's name, address, and the date shall be stated in the Proposal. The Proposal shall be signed by the person authorized to bind the bidder.

The Proposal shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the bidder. The envelope shall bear the words "Proposal for," followed by the Specification Number, the title of the Specifications, and the date and hour of bid opening.

If the Proposal is mailed, it shall be addressed as follows:

Purchasing Section
Intermountain Power Service Corporation
850 West Brush Wellman Road
Delta, UT 84624-9546

If the Proposal is sent by messenger, it shall be delivered to the Administration Building, Intermountain Power Service Corporation, 850 West Brush Wellman Road, Delta, Utah.

2. Interpretations and Addenda: Should a bidder find discrepancies or omissions in the plans, specifications, or other documents, or should there be doubt as to their true meaning, the bidder shall submit to the Buyer a written request for an interpretation or clarification thereof. A request for addenda, interpretation, or clarification shall be delivered to the Buyer marked "Request for Interpretation" and must be received by the Buyer in time to permit a reasonable response before the date of opening bids. Any interpretation of, or change in the documents will be

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made only by addendum issued to each person to whom Specifications have been issued and will become a part of any contract awarded. IPSC will not be responsible for or bound by any other explanations or interpretations.

3. Correspondence: All inquiries or correspondence to IPSC prior to award of Contract shall be addressed to the Buyer.
4. Changes or Alternatives: The bidder shall not change any wording in the documents. Any explanations or alternatives offered shall be submitted in a letter attached to the front of the Bidding Documents. Alternatives which do not substantially comply with IPSC's Specifications cannot be considered. Language of negation or limitation of any rights, remedies, or warranties provided by law will not be considered part of the Proposal. Bids offered subject to conditions or limitations may be rejected.
5. Specified Materials or Equivalent: Whenever any particular material or process is specified by a patent or proprietary name, by a trade or brand name, of a manufacturer, such wording is used for the purpose of describing the material or process, fixing the standard of quality required, and shall be deemed to be followed by the words "or equivalent." The bidder may offer any material or process which shall be the equivalent of that so specified, but the bidder must identify the equivalent offered.
6. Language: Everything submitted by the bidder shall be written in the English language.
7. Sales or Use Taxes: Prices quoted by the bidder shall not include any applicable sales or use taxes or Federal Excise Taxes.
8. Duties: Prices quoted by the bidder shall include all applicable duties.
9. Award of Contract: Any award of Contract will be made to the lowest and best, regular responsible bidder. The determination as to which is the lowest and best,

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DIVISION B1

INSTRUCTIONS TO BIDDERS

regular responsible bidder may be made on the basis of the lowest ultimate cost of the services, materials, equipment, or other Work in place and use. The right is reserved to reject any or all Proposals.

Within thirty (30) calendar days after the date of award of Contract, the successful bidder shall sign the Contract supplied by IPSC. The Contract will be effective upon execution by IPSC. Award of Contract is subject to execution of IPSC's form of Contract Agreement and other Contract Documents.

10. Comparison of Bids: For the purpose of comparing bids, it will be assumed that the specified quantity of Variable Frequency I. D. Fan Drives will be required during the Contract period.

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11. Bidder's Bond: The Proposal shall be accompanied by a certified check or a cashier's check issued by a responsible bank, payable in the state of Utah to the order of Intermountain Power Agency, in an amount not less than 5 percent of the aggregate sum of the Proposal. A surety bond payable to IPA, IPSC, and LADWP in a like amount will be accepted in lieu of a check.

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12. Performance Bond: Within thirty (30) calendar days after date of award of Contract, the successful bidder shall furnish a Performance Bond, payable to IPA, IPSC, and LADWP equal to 100 percent of the estimated amount of the Contract.

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13. Calculation of the Bonds: The estimated amount of the Proposal for the Bidder's Bond, or of the Contract for the Performance Bond, will be considered to be the price, including freight charges, quoted by the bidder in the Proposal Schedule, times the assumed quantity under the Comparison of Bids in Article 10 of this Division.

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PART B - DIVISION B2**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

1. LOCAL CONDITIONS. Each bidder shall visit the site of the work and thoroughly inform himself of all conditions and factors which would affect the prosecution and completion of the work, including, but not limited to, the arrangement and condition of existing or proposed equipment affecting or which is affected by the proposed work.

It must be understood and agreed that all such factors have been properly investigated and considered in the preparation of every proposal submitted. No claims for financial adjustment to any contract awarded for the work will be permitted by the Buyer which are based on the lack of such prior information or its effect on the cost of the work.

Visits to the site shall be coordinated with the Buyer by telephoning Mr. Jon Christensen at (435) 864-6481.

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PART C - DIVISION C1BIDDING DOCUMENTSBIDDER'S BOND

(Not necessary when certified or cashier's check accompanies bid. See below*.)

SURETY BOND

We, the undersigned Principal and Surety, acknowledge ourselves jointly and severally bound to Intermountain Power Agency (IPA) and Intermountain Power Service Corporation (IPSC) of the state of Utah, and the City of Los Angeles Department of Water and Power (LADWP), in the sum of _____ Dollars (\$_____), to be paid to IPA if the attached Proposal shall be accepted and the proposed Contract awarded to said bidder, and said bidder shall fail to execute the Contract and bond for the faithful performance thereof; otherwise this obligation to be void.

Dated: _____, 20__

Firm Name: _____

By: _____
(Signature)**

(Surety): _____

By: _____
(Signature)

*When bidder is submitting a check in lieu of a bond, the check must be made payable to Intermountain Power Agency, must either be certified by a responsible bank or be a cashier's check issued by a responsible bank, and must be payable in the state of Utah.

If check is submitted herewith, state check number _____ and amount \$_____

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**See Form, Signature, and Delivery of the Proposals,
Division B1

NOTE: All signatures above must be written in ink.

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PROPOSAL

The undersigned hereby proposes to furnish and deliver
Variable Frequency I. D. Fan Drives to the Intermountain
Power Service Corporation in accordance with
Specifications 133101.63.2203.1.

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The undersigned agrees, upon the acceptance of this Proposal, (a) to execute IPSC's form of Contract (including the Contract Agreement and other Contract Documents identified in said Specifications) for furnishing and delivering the items and services embraced in the accepted Proposal, (b) to perform its obligations under the Contract at the prices stated in the accompanying Proposal Schedule, and (c) to furnish a Performance Bond conditioned upon the faithful performance of the Contract.

The undersigned furthermore agrees that, in case of failure to execute such Contract Agreement and provide the necessary Performance Bond, the check or Bidder's Bond accompanying this Proposal, and the monies payable thereon, shall be forfeited to and remain the property of Intermountain Power Agency.

The undersigned declares under penalty of perjury that this Proposal is genuine, is not a sham or collusive, and is not made in the interest or in behalf of any person or entity not herein named. The undersigned further declares under penalty of perjury that the bidder has not directly or indirectly induced or solicited any other bidder to submit a sham bid, or any other person, firm, or corporation to refrain from bidding. The undersigned also declares under penalty of perjury that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

The undersigned hereby declares that the following list states any and all variations from the exceptions to the requirements of the contract documents and that, otherwise, it is the intent of this Proposal that the work will be performed in strict accordance with the contract documents:

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(Attach additional pages as required.)

I declare under penalty of perjury under the laws of the state of Utah that the foregoing is true and correct.

Date: _____, 20____

Bidder: _____

Address: _____

Signed By: _____
(Authorized Signature)

Print Name: _____

Title: _____

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Contract No.

Bond No.

LABOR, MATERIAL, AND PERFORMANCE BOND

1. Know all persons by these presents, that

(Insert Contractor's name and address or legal title.)

as Principal, hereinafter called Contractor, and

as Surety, hereinafter called Surety, are held and firmly bound unto Intermountain Power Agency, Intermountain Power Service Corporation, hereinafter called IPSC, and the City of Los Angeles Department of Water and Power, as Obligees, in the amount of

Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, Contractor has by written agreement dated _____, 20_, attached hereto and by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE,

3. THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall promptly make payment to all claimants for labor and material used or supplied for use in the performance of the Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.
4. Whenever Contractor shall be, and declared by IPSC to be, in default under the Contract, IPSC having performed IPSC's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

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Contract No.

Bond No.

- a. Complete the Contract in accordance with its terms and conditions, or
 - b. Obtain a bid or bids for submission to IPSC for completing the Contract in accordance with its terms and conditions, and upon determination by IPSC and Surety of the lowest and best, regular responsible bidder acceptable to IPSC, arrange for a Contract between such bidder and IPSC, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of Completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract price, but not exceeding the amount of the Bond. The term "Balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Contractor under the Contract and any amendments thereto, less the amount previously paid to Contractor.
5. Upon failure of Contractor to timely pay laborers and material men, Surety agrees to discharge such obligation in an amount not exceeding the sum set forth above and also, in case suit is brought upon this Bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any and all persons named in Title 14, Chapter 2, Utah Code, as amended, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than named herein, or the heirs, executors, administrators, or successors and assigns of the Obligees, except as provided by statutory or regulatory provisions relating to Contractor's bonds upon public and private contracts, the provisions of which are made a part hereof as a supplemental description of Surety's obligations herein.

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7. Surety hereby waives notice of any change orders or extensions of time made by IPSC in accordance with the terms of the Contract.

8. SIGNED AND SEALED this _____ day of _____ A.D. 20__

In the presence of: _____
(Principal)

(Seal)

(Witness)

(Title)

(Seal)

(Surety)

(Witness)

(Title)

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PART C- DIVISION C2**BIDDING DOCUMENTS - PROPOSAL SCHEDULE**

Proposal is hereby made to furnish and deliver to IPSC
Variable Frequency I. D. Fan Drives.

Lump sum price for complete drive systems for two I. D.
Fans delivered in January 2004.

(\$)

Price in words

Lump sum price for complete drive systems for two I. D.
Fans delivered in January 2005.

(\$)

Price in words

Lump sum price for complete drive systems for two I. D.
Fans delivered in January 2006.

(\$)

Price in words

Lump sum price for complete drive systems for two I. D.
Fans delivered in January 2007.

(\$)

Price in words

Latest date for IPSC to exercise option to purchase two
complete drive systems in January 2005.

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accordance with
Specifications .. Bold ..
the following:¶

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for a price per:¶
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Latest date for IPSC to exercise option to purchase two complete drive systems in January 2006.

Latest date for IPSC to exercise option to purchase two complete drive systems in January 2007.

Bids shall include an anticipated payment schedule.

Contractor's Technical Services. The following adjusting prices will be used to adjust the contract amount for manufacturer's service representatives' time:

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	<u>Daily Rate</u>	<u>Daily Overtime Rate</u>
<u>Per diem at the site of the work</u>	\$ _____	\$ _____
<u>Per round trip to and from the site of the work</u>	\$ _____	

Prices: The price or prices shall be firm.

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Cash Terms: A discount for prompt payment is offered of _____ per cent

Taxes: The foregoing quoted prices are exclusive of all applicable sales and use taxes.

Manufacturer: _____

Location of Point of Manufacture: _____

Brand and Catalog Number or Other Designation: _____

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Form of Business Organization: The bidder shall state below the form of its business organization.

Bidder is a: _____, organized under the laws of the state of _____.
(Corporation, Partnership, Limited Partnership, Individual)

If a partnership, the bidder shall state below the names of the partners. If a corporation, the bidder shall state below the names of the president and of the secretary.

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Person to Contact: Should IPSC desire information concerning this Proposal, please contact:

Name: _____ Telephone No: _____

Address: _____

(If different, the address of bidder's chief executive office is:) _____

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PART C - DIVISION C3**BIDDING DOCUMENTS - ADDITIONAL BID INFORMATION**

1. Detailed Information: The bidder shall furnish the following detailed information for the Variable Frequency I. D. Fan Drive Systems to be furnished.

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- See required proposal data in detail specifications in Division F2.
- The bidder shall provide a price breakdown of the major equipment components included in the lump sum price.
- The bidder shall provide price adders and deducts for equipment or options to equipment that are unique to the bidder's equipment or system.
- The bidder shall provide a listing of the available equipment options that are included in the lump sum price. A listing of other options that are available with a corresponding unit price shall be provided for IPSC to consider. Any available additional options selected by IPSC will be added to the lump sum price at the time of contract award.

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PART D - DIVISION D1CONTRACT DOCUMENTS DESCRIPTION

The Contract Agreement, together with the documents listed in Article III thereof, the Reference Specifications, any other documents listed below, and such of Contractor's Proposal documents as are expressly agreed to by IPSC shall constitute the Contract (the Contract). Said Documents are complementary and require complete and finished Work. Anything shown or required of Contractor in any one or more of said documents shall be as binding as if contained in all of said documents. Contractor shall not be allowed to take advantage of any error, discrepancy, omission, or ambiguity in any document, but shall immediately report to the Chief Operations Officer, in writing, any such matter discovered. The Chief Operations Officer will then decide or correct the same and the decision will be final.

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PART E - DIVISION E1GENERAL CONDITIONS

1. Definitions: The following words shall have the following meanings:

- a. Bidder: The person, firm, or corporation adopting and submitting a Proposal under these Specifications.
- b. Buyer: The Purchasing Agent for IPSC.
- c. Chief Operations Officer: The President and Chief Operations Officer of IPSC, or other representatives designated by the President and Chief Operations Officer acting within the limits of their authority.
- d. Contract Administrator: The IPSC employee designated by the Chief Operations Officer with primary responsibility for administration of the Contract, or other representatives designated by the Contract Administrator acting within the limits of their authority.
- e. Contractor: The person, firm, or corporation to whom the Contract is awarded.
- f. Directed, Required, Approved, etc.: The words *directed, required, approved, permitted, ordered, designated, prescribed, instructed, acceptable, accepted, satisfactory*, or similar words shall refer to actions, expressions, and prerogatives of the Contract Administrator unless otherwise expressly stated.
- g. Engineer: The firm of Black & Veatch Corporation and their related companies, a duly authorized agent of the Owner.
- h. Gallon: Liquid volume of 231 cubic inches at 60 degrees Fahrenheit.

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- j. IGS: Intermountain Generating Station located at 850 West Brush Wellman Road, Delta, Utah 84624.

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- i. IPA: Intermountain Power Agency, the owner of Intermountain Power Project, and a political subdivision of the state of Utah, organized and existing under the Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended.

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- k. IPP: Intermountain Power Project, consisting of Intermountain Generating Station, Intermountain Railcar, Intermountain Converter Station, Adelanto Converter Station, Intermountain AC Switchyard and associated transmission lines, microwave stations, and support facilities.

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- l. IPSC: Intermountain Power Service Corporation, a nonprofit corporation, furnishing personnel to support the Operating Agent in the performance of operation and maintenance.

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- m. Operating Agent, or LADWP: The City of Los Angeles Department of Water and Power which is responsible for operation and maintenance for IPP.

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- n. Reference Specifications: Those bulletins, standards, rules, methods of analysis or tests, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in these Specifications. These refer to the latest edition, including amendments published and in effect at the date of the Invitation for Proposal, unless specifically referred to by edition, volume, or date. Unless the context otherwise requires, Reference Specifications also include all amendments published or adopted after the date of the Invitation for Proposal.

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- o. Subcontractor: A person, firm, or corporation, other than Contractor and employees thereof, who supplies labor, services or materials for a portion of the Work to be performed by Contractor under the Contract.

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DIVISION E1

GENERAL CONDITIONS

p. Ton: The short ton of 2000 pounds.

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q. Work: The services, materials, equipment, and other performance identified in these Specifications and other Contract Documents to be provided by Contractor.

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2. Materials and Work: All Work shall comply with these Specifications. All materials used or supplied, and all equipment furnished, shall be new and unused, but this requirement shall not preclude the use of recycled materials in the manufacturing processes. All Work shall be done by qualified workers in a thorough and workmanlike manner that would pass without objection in both Contractor's trade and IPA's and IPSC's industry. Materials, equipment, workmanship, and other Work not definitely specified, but incidental to and necessary for the Work, shall conform to the best commercial practice for the type of Work in question and be of a quality that passes without objection in Contractor's trade and IPA's and IPSC's industry.
3. Nondiscrimination: The applicable provisions of Executive Order No. 11246 of September 24, 1965, and Bureau of Land Management regulations, and all other applicable governmental regulations pertaining to nondiscrimination in employment in the performance of contracts, are incorporated herein by reference, and made a part hereof as if they were fully set forth herein. During the performance of the Contract, Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, or physical disability. All subcontracts awarded under or pursuant to the Contract shall contain a like nondiscrimination provision.
4. Governing Law; Venue: The Contract shall be governed by the substantive laws of the state of Utah, regardless of any rules on conflicts of laws or choice

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DIVISION E1

GENERAL CONDITIONS

of law that would otherwise cause a court to apply the laws of any other state or jurisdiction. Any action, in law or in equity, concerning any alleged breach of or interpretation of the Contract, or concerning any tort in relation to the Contract or incidental to performance under the Contract, shall be filed only in the state or federal courts located in the state of Utah.

5. Patents and Intellectual Property: Contractor shall fully indemnify and, at the election of IPA, defend IPA, IPSC, and the Operating Agent against any and all liability, whatsoever, by reason of any alleged infringement of any intellectual property rights (including, but not limited to, patents, copyrights, trademarks, or trade secrets) on any article, process, method, or application used in any designs, plans, drawings, or specifications provided under the Contract, or by reason of Contractor's manner of performance under the Contract, or by reason of use by IPA, IPSC, or the Operating Agent of any article, process, or material specified by Contractor.
6. Contractor's Address and Legal Service: The address given in the Proposal shall be considered the legal address of Contractor and shall be changed only by advance written notice to IPSC. Contractor shall supply an address to which certified mail can be delivered. The delivery of any communication to Contractor personally, or delivery to such address, or the depositing in the United States Mail, registered or certified with postage prepaid addressed to Contractor at such address, shall constitute a legal service thereof.
7. Assignment of Contract Prohibited: Contractor shall not assign or otherwise attempt to dispose of the Contract, or any rights hereunder, or of any monies due or to become due hereunder, unless authorized by the prior written consent of the Chief Operations Officer. The Contract, and Contractor's rights hereunder (including rights of collection) are nonassignable.

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without the Chief Operations Officer's prior written consent. No right or claim can be asserted against IPA, IPSC, or the Operating Agent, in law or equity, by any person, by reason of any assignment or disposition unless so authorized.

If Contractor, without such prior written consent, purports to assign or dispose of the Contract, or any right or interest hereunder, IPSC may at its option terminate the Contract. Such termination shall relieve and discharge IPA, IPSC, and the Operating Agent from any and all liability, duties, and obligations to Contractor, and to any assignee or transferee thereof.

8. Quality Assurance: IPSC has the right to subject any or all materials, services, equipment, or other Work furnished and delivered under the Contract to rigorous inspection and testing. (Unless otherwise specifically provided in the Contract with respect to specific materials, services, equipment, or other Work, IPSC has no duty to inspect, test, or specifically accept.) Before offering any material, services, equipment, or other Work for inspection, testing, delivery, or acceptance, Contractor shall eliminate all items or portions which are defective or do not meet the requirements of these Specifications. If any items or portions are found not to meet the requirements of these Specifications, the lot, or any faulty portion thereof, may be rejected. Only the Contract Administrator may accept any material, service, equipment, or other Work as complying with these Specifications on behalf of IPSC.

IPSC may inspect and reject materials, services, equipment, or other Work tendered or purchased under the Contract at any reasonable location IPSC may choose (including, but not limited to, points of origin, while in transit to IPSC, IPSC's specified receiving points, IPSC's storage sites, or any point of use or installation). Inspection can include any testing that IPSC deems necessary or convenient to determine compliance with these Specifications. The expense of

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any initial tests will be borne by IPSC. All expenses of subsequent or additional tests will be charged against Contractor when due to failure of first-offered materials, services, equipment, or other Work to comply with these Specifications.

The fact that the materials, services, equipment, or other Work have or have not been inspected, tested, or accepted by IPSC, whether voluntarily or as required by any specific provision in the Contract, shall not relieve Contractor of responsibility in case of later discovery of nonconformity, flaws, or defects, whether patent or latent.

9. Extra Work, Reduced Work, and Change Orders by IPSC:
IPSC reserves the right at any time before final acceptance of the entire Work to order Contractor to furnish or perform extra Work, or to make changes altering, adding to, or deducting from the Work, without invalidating the Contract. Changes shall not be binding upon either IPSC or Contractor unless made in writing in accordance with this Article.

Changes will originate with the Chief Operations Officer who will transmit to Contractor a written request for a Proposal covering the requested change, setting forth the changed Work in detail, and including any required supplemental plans or specifications. Upon receipt of such request, Contractor shall promptly submit in writing to the Chief Operations Officer a Proposal offering to perform such change, a request for any required extension of time caused by such change, and an itemized statement of the cost or credit for the proposed change. Failure of Contractor to include a request for extension of time in the Proposal shall constitute conclusive evidence that such extra Work or revisions will entail no delay and that no extension of time will be required.

If Contractor's Proposal is accepted by IPSC, a written change order will be issued by the Chief Operations Officer stating that the extra Work or change is

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authorized and granting any required adjustments of the Contract price and of time of completion. If Contractor's Proposal is rejected by IPSC, then IPSC may order the additional or changed Work from other vendors.

Additional Work or changes pursuant to the change order shall be performed in accordance with the terms and conditions of these Specifications. No extra Work shall be performed or change made unless pursuant to such written change order, and no claim for an addition to the Contract price shall be valid unless so ordered.

Notwithstanding anything in the preceding paragraphs to this Article, IPSC may issue a written order reducing the Scope of Work without issuing a request for Proposal. Any such reduction in the Scope of Work shall be effective upon issuance. Reductions ordered by IPSC shall constitute partial terminations and shall reduce the price to be paid.

10. Changes at Request of Contractor: Changes may be made to facilitate the Work of Contractor. Such changes may only be made without additional cost to IPSC, without extension of time, and pursuant to written permission from the Chief Operations Officer. Permission for such changes shall be requested in writing by Contractor to the Chief Operations Officer.
11. Time is of the Essence and Extensions of Time: Time is of the essence to the Contract. Delivery and other performance of Work must be completed within the times and by the dates specified. Time for delivery or other performance of Work shall not be extended except as provided in this Article. Failure to deliver or otherwise perform Work within the times and by the dates specified shall constitute a default and be grounds for IPSC to immediately terminate the Contract.

If Contractor makes a timely written request in accordance with this Article, the time for delivery or other performance of Work will be extended by a period

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of time equivalent to any delay in the whole Work which is: (a) authorized in writing by the Chief Operations Officer, (b) caused solely by IPSC, or (c) due to unforeseeable causes (such as war, strikes, or natural disasters) and which delay is beyond the control and without the fault or negligence of Contractor and subcontractors.

Contractor shall promptly notify the Chief Operations Officer in writing at both the beginning and ending of any delay, of its cause, its effect on the whole Work, and the extension of time claimed. Failure of Contractor to provide such written notices and to show such facts shall constitute conclusive evidence that no excusable delay has occurred and that no extension of time is required.

The Chief Operations Officer will ascertain the facts and the extent of the delay and will extend the time for delivery when the findings of fact justify such an extension. The Chief Operations Officer's determination will be final and conclusive.

IPSC will be responsible for granting extensions of time as herein provided, but will not otherwise be responsible in any manner or liable to any extent for damage directly or indirectly suffered by Contractor as a result of any delay.

12. Protests and Claims: If Contractor considers any demand of the Chief Operations Officer to be outside of the requirements of the Contract, or considers any amount of payment, or any record, ruling, or other act, omission, or determination by the Chief Operations Officer to be unreasonable, Contractor shall promptly deliver to the Chief Operations Officer a written statement of the protest and of the amount of compensation or nature of accommodation, if any, claimed.

Upon written request by the Chief Operations Officer, Contractor shall provide access to all records

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containing any evidence relating to the protest or claim.

Upon review of the protest, claim, and evidence, the Chief Operations Officer will promptly advise Contractor in writing of the final decision which will be binding on all parties.

The requirements of this Article shall be in addition to, and shall not be construed as waiving claims provisions of the Statutes of the state of Utah. Contractor is deemed to have waived and does waive all claims for extensions of time and for compensation in addition to the Contract price except for protests and claims made and determined in accordance with this Article.

13. Limitation of Liability; Responsible Party: It is understood and agreed that IPA shall be the sole party or person liable to Contractor for payments under or pursuant to the Contract, and for any breaches, defaults, or for any torts in the performance of or in relation to the Contract by IPA, IPSC, or the Operating Agent, or any officers, agents, or employees thereof. Contractor hereby expressly covenants and agrees that no suit shall be brought by Contractor against IPSC, or the Operating Agent, or their, or IPA's officers, agents, or employees, or any of the purchasers of power from IPA, but that all rights or remedies that Contractor may have or that may arise under or in relation to the Contract shall be asserted by Contractor solely against IPA. Without limiting the foregoing provisions of this Article, Contractor shall have no right against any of the foregoing (including IPA) to assert or recover in contract or in tort, damages, or losses in the nature of consequential damages, incidental damages, punitive, or exemplary damages.
14. Independent Contractor: Contractor shall perform all Work as an independent contractor in the pursuit of its independent calling. Contractor is not an employee, agent, joint venturer, partner, or other representative

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